

LEIGH GODDARD, NV Bar #6315
 PHILIP MANNELLY, NV Bar #14236
 McDonald Carano LLP
 100 West Liberty Street, Tenth Floor
 Reno, NV 89501
 Telephone: (775) 788-2000
 Facsimile: (775) 788-2020
 lgoddard@mcdonaldcarano.com
 pmannelly@mcdonaldcarano.com

KEVIN JOHNSON (*pro hac vice* forthcoming)
 RAY ZADO (*pro hac vice* forthcoming)
 SAM STAKE (*pro hac vice* forthcoming)
 Quinn Emanuel Urquhart & Sullivan, LLP
 555 Twin Dolphin Drive, 5th Floor
 Redwood Shores, CA 94065
 Telephone: (650) 801-5000
 Facsimile: (650) 801-5100
 kevinjohnson@quinnemanuel.com
 rayzado@quinnemanuel.com
 samstake@quinnemanuel.com

Attorneys for Salesforce, Inc.

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

WSOU INVESTMENTS, LLC,

Plaintiff,

v.

SALESFORCE, INC.,

Defendant.

Case No.

**APPENDIX OF EXHIBITS TO
SALESFORCE, INC.'S MOTION TO
COMPEL COMPLIANCE WITH
SUBPOENA *DUCES TECUM* AND *AD
TESTIFICANDUM***

VOLUME 1 OF 3

Salesforce, Inc. ("Salesforce"), submits its Appendix of Exhibits to its Motion to Compel
 Compliance with Subpoena *Duces Tecum* and *Ad Testificandum*.

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DATED: January 13, 2023

McDONALD CARANO LLP

By: /s/ Leigh Goddard

LEIGH GODDARD, NV Bar #6315
 PHILIP MANNELLY, NV Bar #14236
 100 West Liberty Street, Tenth Floor
 Reno, NV 89501
 Telephone: (775) 788-2000
 Facsimile: (775) 788-2020
 lgoddard@mcdonaldcarano.com
 pmannelly@mcdonaldcarano.com

KEVIN JOHNSON (*pro hac vice* forthcoming)
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 SAM STAKE (*pro hac vice* forthcoming)
 Quinn Emanuel Urquhart & Sullivan, LLP
 555 Twin Dolphin Drive, 5th Floor
 Redwood Shores, CA 94065
 Telephone: (650) 801-5000
 Facsimile: (650) 801-5100
 kevinjohnson@quinnemanuel.com
 rayzado@quinnemanuel.com
 samstake@quinnemanuel.com

Attorneys for Salesforce, Inc.

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I hereby certify, under penalty of perjury, that I am an employee of McDonald Carano LLP and that pursuant to LR 5-3, I caused to be electronically filed on this date a true and correct copy of the foregoing document with the Clerk of the Court using the CM/ECF system. A copy will be served via mail and email upon the following:

Morgan E. Pietz
Julie Goerlinger
Pietz & Shahriari LLP
6700 S. Centinela Ave.
2nd Floor
Culver City, CA 90230
morgan@pstrials.com
julie@pstrials.com

Jonathan K. Waldrop
Darcy L. Jones
Heather S. Kim
Jessica C. Sutcliff
Ryan A. Madden
333 Twin Dolphin Drive, Suite 200
Redwood Shores, CA 94065
jwaldrop@kasowitz.com
djones@kasowitz.com
hkim@kasowitz.com
jsutcliff@kasowitz.com
rmadden@kasowitz.com
WSOUvSalesforce@kasowitz.com

Mark Siegmund
Greg Love
STECKLER WAYNE CHERRY &
LOVE PLLC
8416 Old McGregor Road
Waco, Texas 76712
mark@swclaw.com
greg@swclaw.com

DATED: January 13, 2023.

/s/ Nancy A. Hoy

Nancy A. Hoy

Exhibit 1

Unified Patents article

Exhibit 1

A Year of WSOU: Craig Etchegoyen's Post-Uniloc NPE Files Nearly 200 Cases — Unifi... Page 1 of 6

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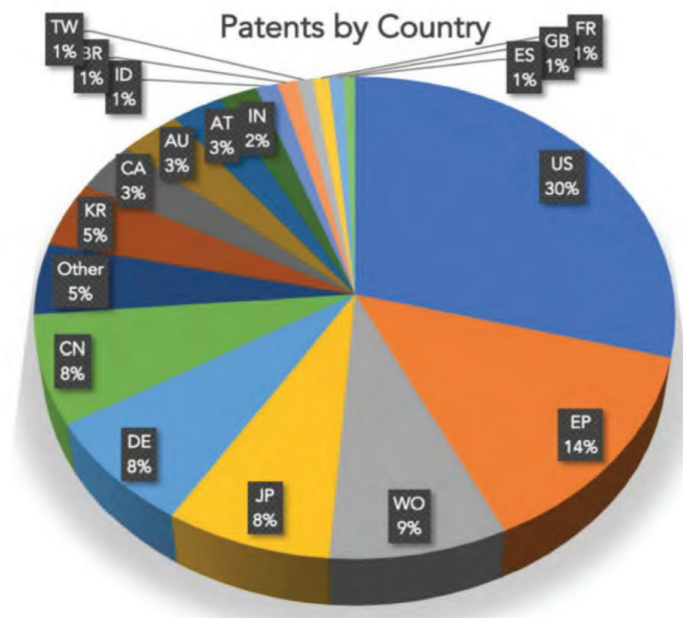
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A Year of WSOU: Craig Etchegoyen's Post-Uniloc NPE Files Nearly 200 Cases — Unifi... Page 2 of 6

For most U.S. businesses, the pandemic forced temporary (and sometimes permanent) closures, bankruptcies, and credit crunches. Many were forced to adapt to working remotely, deal with border closures and shortages, or address outbreaks. But for at least one kind of entity, 2020 was a banner year. Patent Assertion Entities (PAEs), entities that exist to acquire and enforce patent assets, filed upwards of 3,744 (<https://www.unifiedpatents.com/insights/2020-patent-dispute-report-year-in-review>) suits, up more than 12% over 2019 (<https://www.unifiedpatents.com/insights/2020-patent-dispute-report-year-in-review>)—the vast majority of patent cases filed. For patent lawyers, at least, business has been booming.

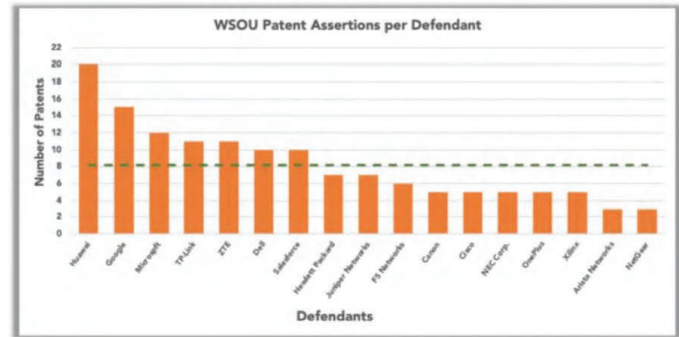
One particularly prolific NPE filed almost 200 suits since March 2020 (https://portal.unifiedpatents.com/litigation/caselist?filed_date=2020-03-01--2021-03-18&plaintiff=Wsou+Investments%2C+LLC+Dba+Brazos+Licensing+And+Development&plaintiff=Wsou+Investments%2C+LLC&plaintiff=Wsou+Investments%2C+LLC+Aka+Brazos+Licensing+And+Development&sort=-filed_date), representing 1 out of every 20 district court cases nationwide: WSOU Investments LLC, d/b/a Brazos Licensing (<https://www.brazoslicensing.com>) (i.e., “we-sue”). WSOU is a new kind of patent troll in terms of scale—but it's one built on an old file-and-settle model and run by the now-infamous Craig Etchegoyen (<https://www.linkedin.com/in/craig-etchegoyen-aa8a07199/>) (the guy behind the litigious NPE Uniloc, he's gone from 600 patents being asserted through Uniloc (https://portal.unifiedpatents.com/litigation/caselist?plaintiff=Uniloc&plaintiff=Uniloc+USA%2C+Inc.&plaintiff=Uniloc+Luxembourg+Sa&plaintiff=Uniloc+2017+LLC&plaintiff=Uniloc+Licensing+USA%2C+LLC&plaintiff=Uniloc+Singapore+Private%2C+Ltd.&plaintiff=Uniloc+2017&sort=-filed_date) to a web of over 15,000 Nokia and Alcatel-Lucent patents and applications from over 4,500 patent families. Most of the patents in the portfolio (and most of the patents asserted) relate to telecommunications and digital data processing and transmission, although they cover a range of fields, including wireless networks, video games, and image processing and communication. Over 5,000 of these patents are US Patents (https://portal.unifiedpatents.com/patents/search?assignee_current=Wsou+Investments+LLC);



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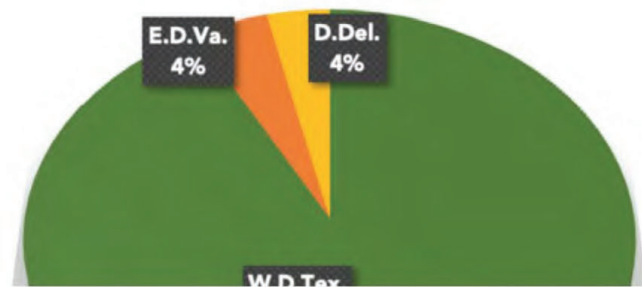
WSOU takes a “darken-the-skies” approach to litigation that forces operating companies to either settle or fight, on average, eight lawsuits at once. One defendant, Huawei (<https://www.huawei.com/us/>), has the unrelished honor of finding itself defending against 20 of these patents in dozens of suits, with Google (<https://www.google.com>) close behind at 15.



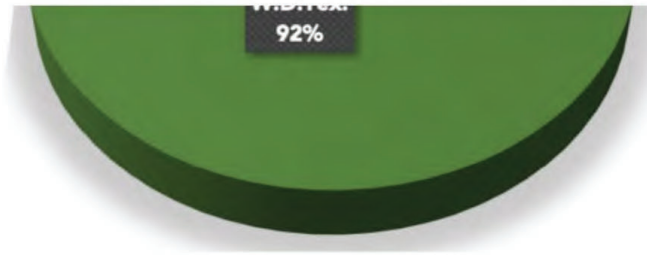
Rather than assert a few related patents against similar accused products or make any attempt to consolidate or streamline matters for the courts, WSOU instead clogs them, running up court costs and concerns with multiple single-patent cases against a wide variety of different accused products, relying on patents from different families for each defendant. Indeed, when accounting for transfers, 98% of the patents asserted come from unique families.

WSOU appears to be picking defendants off in a way that prevents any sort of joint defense, common interest, or other means of defending themselves, and then seeking to license the whole shebang seriatim, keeping all discussions separate and isolated. To wit, WSOU has not asserted the same patent twice against different defendants.

It isn't hard to see WSOU's play here. By filing individual suits involving different patents, WSOU makes it expensive to perform prior art searches and develop non-infringement and invalidity contentions for each case. Accounting for refilings and transfers (which are often involuntary), WSOU has filed over 90% of its cases in the Western District of Texas (https://portal.unifiedpatents.com/litigation/caselist?court=Texas+Western+District+Court&plaintiff=WSOU&sort=-filed_date), a known hotbed for PAEs ever since a particular Waco judge has created a reputation of hoarding patent cases with promises of fast resolution, even despite repeated admonitions (http://www.cafc.uscourts.gov/sites/default/files/opinions-orders/20-135.ORDER.11-9-2020_1682410.pdf) from the Federal Circuit (http://www.cafc.uscourts.gov/sites/default/files/opinions-orders/21-118.ORDER.3-8-2021_1744827.pdf).



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By litigating in well-known “rocket dockets” where it can, WSOU makes it difficult for defendants to meet the statutory requirements for filing IPRs, and filing all of those IPRs would not only be expensive (the filing fees alone, not including the cost of attorneys and experts, would cost about \$250,000 for the average campaign per defendant, assuming one IPR per patent), but also somewhat superfluous when the presiding judge over almost all of the cases has a avowed policy of refusing to stay (<https://www.patentprogress.org/2021/03/15/one-case-all-the-problems-vlsi-v-intel-exemplifies-current-issues-in-patent-litigation/>) a case unless the defendant somehow manages to petition for *inter partes* review before they are even sued.

While the effectiveness of this boil-the-ocean approach is questionable, it certainly was foreseeable. With a one-year statutory bar to file any kind of expensive defensive challenge (a year being pretty generous under *Apple v. Fintiv* (<https://www.unifiedpatents.com/insights/2020-ptab-discretionary-denials-report/>)), and no obligation for patent owners to forewarn defendants about their patent portfolios, a patent owner would almost be foolish *not* to quietly build up a line of cases to spring on defendants all at once, and use the filing as a sort of ransoming starting point for negotiations once companies are staring down the barrel of millions of dollars in court costs. When the cost of defense can be upwards of \$4,000,000 (<https://www.aipia.org/detail/news/2019/09/12/the-2019-report-of-the-economic-survey-is-here/>) over three years, while it's still hard to comprehend, defendants can at least budget ahead for the defense. When the cost is multiplied by a dozen and sprung upon you on questionable patents, it can be a little harder to justify defending oneself.

Theoretically, this strategy should also be relatively expensive for a plaintiff. But WSOU has this down to a science. Using a firm that does work almost exclusively for Uniloc and WSOU, his hope is that the high costs of defense force defendants to surrender to settlement early. This is particularly true given WSOU's relationship with RPX (<https://www.rpxcorp.com/>). For an additional subscription, RPX (<https://www.rpxcorp.com/>) (it appears) offers settlements for WSOU's entire portfolio, creating a cycle of monetization that is antithetical to patent assertion deterrence.

WSOU is managed by Craig Etchegoyen (<https://www.linkedin.com/in/craig-etchegoyen-aa8a07199/>), surfing-prodigy (<https://www.latimes.com/archives/la-xpm-1989-07-20-sp-5262-story.html>)-turned-PAE-manager. Etchegoyen is the former CEO of Uniloc (<http://www.uniloc.com/>), another prolific PAE. In December 2020, it was discovered that based on a contract clause that gave a litigation financier a right to take ownership of patents if certain revenue targets were not met, Uniloc did not have standing to assert its patents (<https://casetext.com/case/uniloc-usa-inc-v-apple-inc-10>). WSOU may be subject to similar contract clauses, and discovery into ownership and chain of title is already in process. A defendant would be wise to pore through assignment and financing agreements to catch any chink in the chain of ownership—the assignment frames on record with the USPTO (<https://assignment.uspto.gov/patent/index.html#/patent/search/result?id=WSOU&type=patAssigneeName>) do not, for instance, show a clear (<https://assignment.uspto.gov/patent/index.html#/patent/search/resultAbstract?id=6721554&type=patNum>) chain of title (<https://assignment.uspto.gov/patent/index.html#/patent/search/resultAbstract?id=8958358&type=patNum>) for many

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(<https://assignment.uspto.gov/patent/index.html#/patent/search/resultAbstract?id=6763068&type=patNum>) of the WSOU patents. Rumor has it that he tried and failed to find a buyer for the portfolio, bringing unreasonable demands to the table. It's likely that his current demands are equally unreasonable, but he's leveraging the cost of litigation as far as it can be leveraged in an attempt to avoid any sort of honest look at the value of his portfolio.

It is too early to tell if WSOU's strategy will pan out, but most defendants have not yet taken advantage of the *inter partes* review process, presumably because the costs there would extend into the millions just to file, and with the substantial uncertainty surrounding Fintiv and other USPTO flexes of discretion, it's unclear if even meritorious challenges will be given the time of day. Of the 140+ patents asserted, so far just 12 PTAB challenges have been filed (https://portal.unifiedpatents.com/ptab/caselist?patent_owners=WSOU&patent_owners=Wsou+Investments%2C+LLC+D%2Fb%2Fa+Brazos+Licensing+And+Development&patent_owners=Wsou+Investments%2C+LLC&sort=-filing_date), including one IPR by Unified Patents (<https://portal.unifiedpatents.com/ptab/case/IPR2021-00378>) against a video codec patent. Unified (<http://www.unifiedpatents.com>) has also posted a number of PATROLL (<https://patroll.unifiedpatents.com/contests>) contests (US8209411 (<https://patroll.unifiedpatents.com/contests/sGbFPwTZRxLdHmQnk>), US7409715 (<https://patroll.unifiedpatents.com/contests/YTKC6IWGkRRnJckc9>)) and continues to monitor WSOU's monetization activities.

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Exhibit 3

12-15-22 Etchegoyen Deposition Transcript

Exhibit 3

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Exhibit 4

Uniloc complaint

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1 Ekwan E. Rhow (State Bar No. 174604)
 erhow@birdmarella.com
 2 Jong-min Choi (State Bar No. 329474)
 3 jmchoi@birdmarella.com
 BIRD, MARELLA, BOXER, WOLPERT, NESSIM,
 4 DROOKS, LINCENBERG & RHOW, P.C.
 5 1875 Century Park East, 23rd Floor
 Los Angeles, California 90067-2561
 6 Telephone: (310) 201-2100
 Facsimile: (310) 201-2110
 7
 8 Attorneys for Plaintiffs Uniloc Licensing
 USA LLC and Craig Etchegoyen
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10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
 11 COUNTY OF ORANGE, CENTRAL JUSTICE CENTER
 12

13 UNILOC LICENSING USA LLC, a
 Delaware limited liability company;
 14 CRAIG ETCHEGOYEN, an individual;

15 Plaintiffs,
 16

17 vs.

18 UNILOC 2017 LLC, a Delaware limited
 liability company; FORTRESS
 19 INVESTMENT GROUP LLC, a Delaware
 limited liability company;
 20

21 Defendants.
 22

CASE NO. 30-2022-01287254-CU-BC-CJC
 CJC Judge Deborah Servino

ASSIGNED FOR ALL PURPOSES TO:
 DEBORAH SERVINO

**[REDACTED] COMPLAINT FOR
 DAMAGES:**

**1) BREACH OF CONTRACT;
 2) PROMISSORY ESTOPPEL; AND
 3) PROMISSORY FRAUD**

DEMAND FOR JURY TRIAL

INTRODUCTION

1. This case is about Fortress Investment Group and its broken promises to Craig Etchegoyen.

2. Fortress Investment Group (“Fortress”), one of the world’s leading investment firms, and Craig Etchegoyen (“Etchegoyen”), agreed to work together to monetize a valuable patent portfolio that Etchegoyen had built. In exchange for Etchegoyen’s help, Fortress made promises of significant compensation to Etchegoyen.

3. Etchegoyen held up his part of the bargain, and as a result, Fortress has profited handsomely from this relationship. Yet, after having so profited, its promises have come up empty.

4. Etchegoyen, and his corporate entity Uniloc Licensing USA LLC (“Uniloc Licensing”), bring this action to hold Fortress to its word.

THE PARTIES

5. Uniloc Licensing is a Delaware limited liability company with its principal place of business in Plano, Texas.

6. Fortress is a Delaware limited liability company with its principal place of business in New York, New York.

7. Uniloc 2017 (“Uniloc”) is a Delaware limited liability company with its principal place of business in Newport Beach, California, in the County of Orange.

8. Craig Etchegoyen is an individual who resides in California and Texas.

JURISDICTION AND VENUE

9. Jurisdiction is proper in this Court because Defendant Uniloc has its principal place of business in Orange County, California, and the main events giving rise to this action occurred in Orange County, California. Venue is proper in this judicial district for the same reason.

FACTUAL ALLEGATIONS

Craig Etchegoyen Builds, And Then Sells, A Patent Monetization Powerhouse

10. Etchegoyen founded “Uniloc” (the “Original Uniloc”) in 2003, and over

1 time, grew it into a successful patent monetization entity through the strategic acquisition
2 of patent portfolios and the skillful assertion of those patent rights.

3 11. By 2017, Original Uniloc had grown to a global network of various
4 companies covering key patent jurisdictions, operating across the world. Original Uniloc
5 was also one of the most active filers of patent lawsuits, acting as plaintiff in hundreds of
6 patent cases in the United States alone.

7 12. In 2017, Fortress approached Etchegoyen, expressing interest in purchasing
8 Original Uniloc.

9 13. Fortress formed and established Uniloc 2017 LLC (“Uniloc”) as a special
10 purpose entity for the purpose of the transaction. Uniloc was to be, and did end up being,
11 Fortress’s vehicle for entering into the patent monetization business with Etchegoyen.

12 14. Fortress, by itself or through entities it owned and controlled, owned the
13 controlling interest in Uniloc. In addition, Fortress employees also composed a
14 supermajority on Uniloc’s Board of Managers. Simply put, Uniloc was a Fortress entity.

15 15. In a transaction structured as an Asset Purchase Agreement, between Uniloc
16 on the one hand for Fortress and Uniloc Luxembourg S.A. on the other for Etchegoyen,
17 Uniloc acquired substantially all of Original Uniloc’s patent portfolios and any interest
18 connected with them.

19 16. As a part of the transaction, Uniloc Licensing, which remained Etchegoyen’s
20 entity, entered into a series of agreements with Uniloc, the Fortress-owned entity created
21 for the transaction.

22 17. The series of agreements included a License Agreement between Uniloc and
23 Uniloc Licensing, which contemplated that Uniloc Licensing would assert Uniloc’s
24 patents, and then transfer the proceeds of such efforts back to Uniloc in exchange for a
25 service fee to be separately negotiated. A copy of the License Agreement is attached hereto
26 as *Exhibit 1*.

27 18. The transaction closed in October 2018.

28 19. After the transaction, Uniloc separately employed Etchegoyen to serve as the

1 Chief Executive Officer of Uniloc.

2 **Fortress Establishes and Maintains Close Control of Uniloc**

3 20. Fortress established firm control over Uniloc, treating it in effect as a
4 division of Fortress.

5 21. Uniloc's Board of Managers, other than Craig Etchegoyen, were selected
6 entirely by Fortress, and were all individuals employed and controlled by Fortress.

7 22. Patrick Diaz, the newly installed Chief Financial Officer of Uniloc, was
8 employed by Fortress during all relevant time, received compensation from Fortress while
9 receiving only nominal compensation from Uniloc, and acted at all times at Fortress's
10 direction.

11 23. On information and belief, Fortress directed its employees who sat on
12 Uniloc's Board to protect and promote Fortress' interests ahead of Uniloc's, including by
13 funneling money obtained by Uniloc to Fortress. Fortress accomplished this by directing
14 Uniloc to structure settlement agreements so that the accused infringer defendants would
15 make payments to *Fortress*, not Uniloc, in consideration of Uniloc dismissing its patent
16 infringement complaints.

17 24. An illustrative example of Fortress' complete control over Uniloc was its
18 settlement with [REDACTED] which terms provided that [REDACTED]
19 [REDACTED]
20 [REDACTED]

21 **Fortress and Uniloc Promise Uniloc Licensing a Bonus Payment—And Then Confirm
22 The Promise Multiple Times**

23 25. On February 12, 2019, Erez Levy, a member of Uniloc's Board of Managers
24 as well as a Fortress employee, had a verbal conversation with Etchegoyen by phone,
25 calling Etchegoyen from Uniloc's Newport Beach office.

26 26. During that conversation, Levy promised Etchegoyen that to ensure that
27 Uniloc Licensing would use its best efforts to retain and hire key employees, Fortress
28 would pay Uniloc Licensing a bonus amounting to ten percent of the patent monetization

1 revenue that Licensing collected on behalf of Uniloc, so that Uniloc Licensing would have
2 a “bonus pool” for Etchegoyen and his key employees, payable upon a revenue event.

3 27. For Uniloc, a “revenue event” meant either a settlement payment by a patent
4 infringement defendant to Uniloc or an affiliated entity, or a judgment collected from a
5 patent infringement action in Uniloc’s favor.

6 28. Levy promised that Fortress would accomplish this by directing and causing
7 Uniloc to establish a bonus pool, which would be comprised of ten percent of the patent
8 monetization revenue that Uniloc Licensing collected on behalf of Uniloc, separate and
9 apart from any service fee under the License Agreement, for as long as the License
10 Agreement remained in place.

11 29. In the same conversation, Levy further promised Etchegoyen that Uniloc’s
12 Board would, in the near future, adopt a resolution memorializing Uniloc’s commitment to
13 the bonus pool.

14 30. Levy, who also occupied a seat in Uniloc’s Board of Managers, told
15 Etchegoyen that Fortress’s promise meant that the decision by the Uniloc’s Board of
16 Managers would be a foregone conclusion, because Fortress had total control over Uniloc,
17 even if a nominal board approval would be required for payment.

18 31. Etchegoyen expressed his agreement, stating that Uniloc Licensing would
19 use its best efforts to retain and hire its key employees, and motivate Uniloc Licensing’s
20 employees by informing them of the ten percent bonus.

21 32. The next day, on February 13, 2019, Etchegoyen confirmed this promise
22 with Levy in a text message. In response to Etchegoyen’s reference to “the 10% pool we
23 agreed to yesterday,” Erez said enthusiastically: “Great agree.”

24 33. Two days later, on February 15, 2019, Patrick Diaz confirmed once again
25 that Uniloc would pay the bonus, emailing a spreadsheet to Etchegoyen that showed a
26 forecast of Uniloc’s cashflow, and the amount of the bonus pool.

27 34. Etchegoyen communicated Fortress and Uniloc’s promise to the key
28 employees at Uniloc Licensing.

35. On March 11, 2019, Uniloc's Board adopted a resolution acknowledging Uniloc Licensing's proposal to establish a bonus pool, and authorizing Uniloc to pay the ten percent bonus to Uniloc Licensing whenever the Board directed it to do so.

36. On the same day, members of Uniloc's Board, including Levy, assured Etchegoyen that the resolution was a necessary preparatory step to commit to the ten percent bonus, and that at Fortress's direction, Uniloc's Board would authorize Uniloc to pay the ten percent bonus to Uniloc Licensing upon a revenue event as promised. As Levy and other Fortress representatives put it, the approval by Uniloc's Board would be a mere ministerial formality with a foregone outcome.

37. In or about April 2019, Patrick Diaz, Uniloc's CFO and *also* a Fortress employee, once again assured Etchegoyen that Fortress would direct and cause Uniloc to pay the ten percent bonus, sending Etchegoyen a spreadsheet showing the projected amount of the bonus under various hypotheticals, including one that, upon collection of an additional \$100 million from that date, would have entitled Uniloc Licensing, after various deductions, to a bonus of \$11,036,998.

38. In May 2019, Eran Zur, head of Fortress's intellectual property monetization group and another member of Uniloc's Board of Managers, gave another reassurance to Etchegoyen that Fortress would ensure Uniloc Licensing's bonus would be paid:



39. By December 16, 2019, the bonus pool had grown to \$1,197,000, which remained unpaid despite being collected. In a meeting of the Board on the same date, Etchegoyen confirmed with the rest of the Board members (who were also employees of Fortress) that the payable bonus pool had grown to that amount. The Board members acknowledged that the amount was due to Uniloc Licensing.

40. In another Board Meeting on July 31, 2020, Etchegoyen once again informed Uniloc's Board, composed of Fortress representatives, that the Board had agreed to pay the ten percent bonus, which had now grown to \$3.7 million, and which remained unpaid.

41. The Board members agreed that the bonus pool had grown to \$3.7 million, and acknowledged that the amount was due to Uniloc Licensing.

42. In the same Board meeting, Etchegoyen also reiterated to the Board that Uniloc Licensing's key employees had relied on the bonus pool in, at least, continuing to work for Uniloc Licensing. Similarly, Uniloc Licensing had relied on the bonus pool, electing to continue the License Agreement, and refraining from seeking higher service fees under the agreement.

43. The Board members acknowledged the statement and never expressed disagreement that Uniloc Licensing and its key employees had justifiably relied on Uniloc's promise to pay into the ten percent bonus pool.

The [REDACTED] Settlement

44. Independently of Uniloc Licensing, Fortress made and then broke another promise—this time one made to Etchegoyen personally.

45. In late 2018, Uniloc was involved in litigation against [REDACTED] ("[REDACTED] one of the world's largest companies, asserting Uniloc's patent rights.

46. Etchegoyen, as the then-CEO of Uniloc, played an important role in the settlement negotiations with [REDACTED] including by negotiating with [REDACTED]

47. In [REDACTED] 2018, [REDACTED] requested that Etchegoyen *personally* sign a proposed settlement agreement ("[REDACTED] Settlement Agreement") between Uniloc and [REDACTED] and assume certain obligations, including a covenant to not advise, assist, or

1 otherwise support any patent action against [REDACTED] within a defined scope of the
2 settlement agreement.

3 48. [REDACTED] representatives indicated to Uniloc and Fortress that it would refuse
4 to execute the settlement agreement without Etchegoyen.

5 49. The proposed settlement agreement did not provide any direct benefit to
6 Etchegoyen personally. [REDACTED] offered no payment to Etchegoyen personally; only
7 Uniloc stood to receive any money.

8 50. Eran Zur asked for a personal meeting with Etchegoyen at Uniloc's offices in
9 Newport Beach, California.

10 51. That meeting took place in January 2019. At that meeting, Eran Zur made
11 the offer to Etchegoyen: if Etchegoyen personally signed the [REDACTED] Settlement
12 Agreement, Fortress would pay Etchegoyen \$4 million, separate and apart from any
13 payment otherwise owed to Etchegoyen or any entity controlled by him.

14 52. Etchegoyen agreed. Later, he personally signed the [REDACTED] Settlement
15 Agreement, assuming certain obligations under that agreement.

16 53. Fortress and Uniloc partially kept their promise: at Fortress's direction,
17 Uniloc paid \$1.3 million to Etchegoyen. However, Fortress and Uniloc have refused, and
18 continue to refuse, to pay the remaining \$2.7 million.

19 **Uniloc Fires Etchegoyen, And Refuses To Pay For Uniloc Licensing's Success**

20 54. Meanwhile, Uniloc Licensing and its employees (including Etchegoyen)
21 continued to rely on Uniloc's promise to pay the bonus.

22 55. Uniloc Licensing, in reliance of Uniloc's promises, assured its key
23 employees that the bonus would be paid, and used its best efforts to retain those
24 employees.

25 56. By early 2021, Uniloc Licensing's efforts had brought success greater than
26 even Fortress's and Uniloc's most optimistic predictions.

27 57. Despite this success, on February 16, 2021, at Fortress's direction, Uniloc's
28 Board terminated Etchegoyen's employment as Uniloc's CEO.

1 58. In [REDACTED] of 2021, Uniloc Licensing secured another significant settlement
2 against [REDACTED]. At Fortress' direction, however, Uniloc negotiated and executed a
3 settlement agreement in which [REDACTED]

4 [REDACTED]
5 [REDACTED]
6 59. Fortress assured Etchegoyen that the payment to Fortress, instead of Uniloc,
7 would have no impact on any payments due to Uniloc Licensing, and that Fortress would
8 duly record the payment as Uniloc's.

9 60. On information and belief, Fortress failed to transfer any of the settlement
10 money to Uniloc; the Fortress employees who populate Uniloc's board made this decision
11 because it would increase their own bonuses within Fortress, while any harm to Uniloc
12 would have no impact on them given that their compensations were coming from Fortress.

13 61. As of June 2021, the amount of patent monetization revenue subject to the
14 ten percent bonus pool that Uniloc Licensing had collected on behalf of Uniloc totaled
15 \$195 million. Accordingly, Uniloc Licensing would be entitled to a bonus payment of
16 \$19.5 million from Uniloc.

17 62. Uniloc Licensing has requested that Uniloc pay the ten percent bonus.

18 63. Uniloc has refused, and continues to refuse, to pay the promised bonus.

19 64. Uniloc Licensing has requested that Fortress cause Uniloc to pay the ten
20 percent bonus.

21 65. Fortress has refused, and continues to refuse, to pay the promised bonus.

22 **FIRST CAUSE OF ACTION**

23 **(Breach of Contract (against all Defendants) By Uniloc Licensing)**

24 66. The foregoing paragraphs are incorporated by reference.

25 67. Uniloc, Fortress, and Uniloc Licensing entered into a contract, requiring
26 Fortress to cause Uniloc to pay, and for Uniloc to pay, ten percent of Uniloc Licensing's
27 collections as a bonus, and requiring Uniloc Licensing to use its best efforts to retain and
28 incentivize its key employees.

1 68. Uniloc Licensing performed its obligations by using its best efforts to retain
2 and incentivize its key employees, including by informing them of the “bonus pool” out of
3 which they could expect greater bonuses.

4 69. In the alternative, Uniloc Licensing was excused from having to use the
5 bonus pool to retain and incentivize its key employees, because of Fortress and Uniloc’s
6 failure to pay any bonus.

7 70. Fortress and Uniloc failed to pay the ten percent bonus.

8 71. As a direct and proximate result of Fortress and Uniloc’s failure to pay the
9 bonus, Uniloc Licensing has suffered, and continues to suffer, harm in an amount to be
10 proven at trial, but in no event less than \$19.5 million.

11 **SECOND CAUSE OF ACTION**

12 **(Promissory Estoppel (against all Defendants) By Uniloc Licensing)**

13 72. The foregoing paragraphs are incorporated by reference.

14 73. Uniloc and Fortress made a clear promise that Uniloc would pay ten percent
15 of Uniloc Licensing’s collections on behalf of Uniloc as a bonus.

16 74. The promise was intended to, and did, induce reliance from Uniloc
17 Licensing.

18 75. Uniloc Licensing suffered substantial detriment by foregoing other
19 opportunities, making other efforts to retain and incentivize its key employees, and
20 accepting a lower service fee than it would have if no bonus pool had existed.

21 76. As a direct and proximate result of Fortress and Uniloc’s failure to pay the
22 bonus, Uniloc Licensing has been damaged in an amount to be proven at trial.

23 **THIRD CAUSE OF ACTION**

24 **(Promissory Fraud (against all Defendants) By Uniloc Licensing)**

25 77. The foregoing paragraphs are incorporated by reference.

26 78. Fortress and Uniloc made a promise to Uniloc Licensing to pay ten percent
27 of Uniloc Licensing’s collections as a bonus to Uniloc Licensing.

28 79. At the time Fortress and Uniloc made the promise, Uniloc did not intend to

1 perform this promise.

2 80. Fortress and Uniloc intended that Uniloc Licensing rely on this promise.

3 81. Uniloc Licensing reasonably relied on this promise.

4 82. Fortress did not cause Uniloc to pay, and Uniloc did not pay, the ten percent
5 bonus that had been promised.

6 83. As a direct and proximate result of Uniloc Licensing's reliance on Fortress
7 and Uniloc's false promise, Uniloc Licensing has been harmed in an amount to be proven
8 at trial.

9 **FOURTH CAUSE OF ACTION**

10 **(Breach of Contract (against all Defendants) By Etchegoyen)**

11 84. The foregoing paragraphs are incorporated by reference.

12 85. Uniloc, Fortress, and Etchegoyen entered into a contract, requiring
13 Etchegoyen to personally sign the [REDACTED] Settlement Agreement, and requiring Fortress
14 and/or Uniloc to pay him \$4 million in exchange.

15 86. Etchegoyen performed his obligations under the contract, including by
16 personally signing the [REDACTED] Settlement Agreement.

17 87. Uniloc has paid \$1.3 million to Etchegoyen but has failed to pay the balance.

18 88. Fortress has also failed to pay the balance.

19 89. As a direct and proximate result of Fortress and Uniloc's failure to pay the
20 promised amount, Etchegoyen has suffered, and continues to suffer, harm in an amount to
21 be proven at trial, but in no event less than \$2.7 million.

22 **FIFTH CAUSE OF ACTION**

23 **(Promissory Fraud (against all Defendants) By Etchegoyen)**

24 90. The foregoing paragraphs are incorporated by reference.

25 91. Uniloc and Fortress made a promise to Etchegoyen to pay \$4 million in
26 exchange for his signature on the [REDACTED] Settlement Agreement.

27 92. At the time Uniloc and Fortress made the promise, they did not intend to
28 perform this promise.

93. Uniloc and Fortress intended that Etchegoyen rely on this promise.

94. Etchegoyen reasonably relied on this promise and signed the [REDACTED] Settlement Agreement.

95. Uniloc never paid, and Fortress, despite having the ability, never instructed Uniloc to pay, the full \$4 million. Instead, they paid only \$1.3 million.

96. As a direct and proximate result of Uniloc Licensing's reliance on Uniloc's false promise, Etchegoyen has been harmed in an amount to be proven at trial, but no less than \$2.7 million.

SIXTH CAUSE OF ACTION

(Promissory Estoppel (against all Defendants) By Etchegoyen)

97. The foregoing paragraphs are incorporated by reference.

98. Uniloc and Fortress made a promise to Etchegoyen to pay \$4 million in exchange for personally entering into the [REDACTED] Settlement Agreement.

99. The promise was intended to, and did, induce reliance from Uniloc Licensing.

100. Etchegoyen suffered substantial detriment by assuming personal obligations under the [REDACTED] Settlement Agreement, which required him to forego other potential opportunities to collect further patent monetization revenues against [REDACTED]

101. As a direct and proximate result of Uniloc's failure to pay the bonus, Uniloc Licensing has been damaged in an amount to be proven at trial.

PRAYER FOR RELIEF

Accordingly, Plaintiffs pray for judgment against Uniloc and Fortress as follows.

1. An award of **compensatory damages** in an amount to be proven at trial;
2. An award of **consequential damages** in an amount to be proven at trial;
3. An award of **exemplary damages** in an amount to be proven at trial;
4. Interest, expenses, costs of suit, and attorneys' fees to the extent permitted by law; and,

DATED: October 28, 2022

By: Ek E. Rhaw
Ekwan E. Rhaw
Attorneys for Plaintiffs

DEMAND FOR JURY TRIAL

Plaintiffs demand a jury trial for all issues so triable.

DATED: October 28, 2022

Ekwan E. Rhow
Jong-min Choi
Bird, Marella, Boxer, Wolpert, Nessim,
Drooks, Lincenberg & Rhow, P.C.

By:



Ekwan E. Rhow

Attorneys for Plaintiffs

PROOF OF SERVICE

Uniloc Licensing USA, et al. v. Uniloc 2017, et al.
Case No. 30-2022-01287254-CU-BC-CJC

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Los Angeles, State of California. My business address is 1875 Century Park East, 23rd Floor, Los Angeles, CA 90067-2561.

On October 28, 2022, I served the following document(s) described as **[REDACTED] COMPLAINT FOR DAMAGES** on the interested parties in this action as follows:

SEE ATTACHED SERVICE LIST

BY ELECTRONIC SERVICE: I served the document(s) on the person listed in the Service List by submitting an electronic version of the document(s) to First Legal, through the user interface at www.firstlegal.com.

BY FEDEX: I enclosed said document(s) in an envelope or package provided by FedEx and addressed to the persons at the addresses listed in the Service List. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of FedEx or delivered such document(s) to a courier or driver authorized by FedEx to receive documents.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on October 28, 2022, at Los Angeles, California.

/s/ Bora Lee

Bora Lee

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SERVICE LIST
Uniloc Licensing USA, et al. v. Uniloc 2017, et al.
Case No. 30-2022-01287254-CU-BC-CJC

Kathryn “Kate” Gusmer Cole
Moore & Van Allen
100 North Tryon Street
Suite 4700
Charlotte, NC 28202-4003
Telephone: 704.331.1045
Email: katecole@mvalaw.com
Counsel for Defendant Uniloc 2017 LLC

Exhibit 5

Uniloc License Agreement

Exhibit 5

Filed Under Seal

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Exhibit 6

12-21-22 Discovery Hearing Transcript

Exhibit 6

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Exhibit 7

Orange Holdings Articles of Incorporation

Exhibit 7



BARBARA K. CEGAUSKE
 Secretary of State
 202 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-5708
 Website: www.nvsos.gov



040105

Articles of Incorporation

(PURSUANT TO NRS CHAPTER 78)

Filed in the Office of <i>Barbara K. Cegauske</i>	Business Number E0208572017-0
Secretary of State State Of Nevada	Filing Number 20170190318-12
	Filed On 05/01/2017
	Number of Pages 4

(This document was filed electronically.)

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

1. Name of Corporation:	ORANGE HOLDINGS		
2. Registered Agent for Service of Process: (check only one box)	<input checked="" type="checkbox"/> Commercial Registered Agent: CORPORATE SERVICES OF NEVADA Name <input type="checkbox"/> Noncommercial Registered Agent (name and address below) OR <input type="checkbox"/> Office or Position with Entity (name and address below) Name of Noncommercial Registered Agent OR Name of Title of Office or Other Position with Entity Street Address City Nevada Zip Code Mailing Address (if different from street address) City Nevada Zip Code		
3. Authorized Stock: (number of shares corporation is authorized to issue)	Number of shares with par value: 100000	Par value per share: \$ 0.01	Number of shares without par value: 0
4. Names and Addresses of the Board of Directors/Trustees: (each Director/Trustee must be a natural person at least 18 years of age; attach additional page if more than two directors/trustees)	1) CRAIG S ETCHEGOYEN Name C.O. 204 WEST SPEAR STREET #3692 CARSON CITY NV 89703 Street Address City State Zip Code 2) _____ Name Street Address City State Zip Code		
5. Purpose: (optional; required only if Benefit Corporation status selected)	The purpose of the corporation shall be: ANY LEGAL PURPOSE		6. Benefit Corporation: (see instructions) <input type="checkbox"/> Yes
7. Name, Address and Signature of Incorporator: (attach additional page if more than one incorporator)	I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State. DON HARMER X DON HARMER Name Incorporator Signature 502 NORTH DIVISION STREET CARSON CITY NV 89703 Address City State Zip Code		
8. Certificate of Acceptance of Appointment of Registered Agent:	I hereby accept appointment as Registered Agent for the above named Entity. X CORPORATE SERVICES OF NEVADA Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity 5/1/2017 Date		

This form must be accompanied by appropriate fees.

Nevada Secretary of State NRS 78 Articles
Revised: 1-5-15

S0098

ARTICLES OF INCORPORATION

OF

ORANGE HOLDINGS

A NEVADA CORPORATION

KNOW ALL MEN BY THESE PRESENTS:

THE UNDERSIGNED, FOR THE PURPOSE OF FORMING A CORPORATION UNDER THE LAWS OF THE STATE OF NEVADA, RELATING TO THE GENERAL CORPORATION LAW,

I DO HEREBY CERTIFY THAT:

FIRST: THE NAME OF THE CORPORATION SHALL BE:

ORANGE HOLDINGS

SECOND: THE CORPORATION IS AUTHORIZED TO CARRY ON ANY LAWFUL BUSINESS OR ENTERPRISE FOR WHICH CORPORATIONS MAY BE INCORPORATED UNDER THE LAWS OF THE STATE OF NEVADA. THE CORPORATION SHALL HAVE THE SAME POWERS AS AN INDIVIDUAL TO DO ALL THINGS NECESSARY OR CONVENIENT TO CARRY OUT ITS BUSINESS AND AFFAIRS, SUBJECT TO ANY LIMITATIONS OR RESTRICTIONS IMPOSED BY APPLICABLE LAW OR THESE ARTICLES. THE CORPORATION MAY CONDUCT ALL OR ANY PART OF ITS BUSINESS, AND MAY HOLD, PURCHASE, MORTGAGE, LEASE AND CONVEY REAL AND/OR PERSONAL PROPERTY, ANYWHERE IN THE WORLD.

THIRD: THE CORPORATION IS AUTHORIZED TO ISSUE A SINGLE CLASS OF "COMMON STOCK" WITH ALL RELATIVE RIGHTS AND RESTRICTIONS, AS CONTAINED IN THE BYLAWS OF THE CORPORATION, BEING EQUAL. THE TOTAL NUMBER OF SHARES THAT THE CORPORATION HAS AUTHORITY TO ISSUE IS ONE HUNDRED THOUSAND (100,000) SHARES WITH EACH SHARE HAVING A PAR VALUE OF ONE CENT (\$.01). SAID SHARES SHALL BE FULLY PAID AND NON-ASSESSABLE UPON RECEIPT BY THE CORPORATION OF APPOSITE CONSIDERATION.

FOURTH: THE ADDRESS OF THE REGISTERED OFFICE OF THE CORPORATION IS 204 WEST SPEAR STREET #3692, CARSON CITY, NEVADA 89703. THE COMMERCIAL REGISTERED AGENT OF THE CORPORATION IS TO BE *CORPORATE SERVICES OF NEVADA*, LOCATED AT 502 NORTH DIVISION STREET, CARSON CITY, NEVADA 89703.

FIFTH: THE MEMBERS OF THE GOVERNING BOARD OF THIS CORPORATION SHALL BE STYLED, AS DIRECTORS OVER THE AGE OF EIGHTEEN (18) AND THEIR NUMBER SHALL BE NOT LESS THAN ONE. THE NUMBER OF DIRECTORS OF THE CORPORATION MAY BE FIXED FROM TIME TO TIME IN ACCORDANCE WITH THE BY-LAWS OF THE CORPORATION. THE INITIAL DIRECTOR OF THIS CORPORATION SHALL BE ONE, AND THE NAME AND ADDRESS OF THE INITIAL DIRECTOR IS:

CRAIG S. ETCHEGOYEN
C/O 204 WEST SPEAR STREET #3692
CARSON CITY, NV. 89703

SIXTH: THE NAME AND ADDRESS OF THE INCORPORATOR IS AS FOLLOWS:

DON HARMER
502 NORTH DIVISION ST.
CARSON CITY, NV. 89703

SEVENTH: THE PERIOD OF EXISTENCE OF THIS CORPORATION SHALL BE PERPETUAL.

EIGHTH: NO DIRECTOR, OFFICER OR SHAREHOLDER OF THIS CORPORATION SHALL HAVE PERSONAL LIABILITY FOR DAMAGES FOR BREACH OF ANY FIDUCIARY DUTY AS A DIRECTOR OR OFFICER TO THE CORPORATION, ITS SHAREHOLDERS OR ANY OTHER PERSON EXCEPT FOR:

- (A) ACTS OR OMISSIONS WHICH INVOLVE INTENTIONAL MISCONDUCT, FRAUD OR A KNOWING VIOLATION OF LAW;
- OR
- (B) THE PAYMENT OF DIVIDENDS IN VIOLATION OF NRS 78.300

ANY AMENDMENT, MODIFICATION OR REPEAL OF THE FOREGOING SHALL NOT ADVERSELY AFFECT ANY RIGHT OR PROTECTION OF A DIRECTOR OF THE CORPORATION HEREUNDER IN RESPECT OF ANY ACT OR OMISSION OCCURRING PRIOR TO THE TIME OF SUCH AMENDMENT, MODIFICATION OR REPEAL.

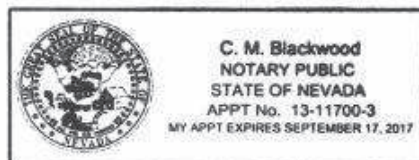
NINETH: THE CORPORATION MAY AMEND THESE ARTICLES OF INCORPORATION AT ANY TIME TO ADD OR CHANGE A PROVISION THAT IS REQUIRED OR PERMITTED TO BE IN THE ARTICLES OF INCORPORATION OR TO DELETE A PROVISION NOT REQUIRED TO BE IN THE ARTICLES OF INCORPORATION. WHETHER A PROVISION IS REQUIRED OR PERMITTED TO BE IN THE ARTICLES OF INCORPORATION IS DETERMINED AS OF THE EFFECTIVE DATE OF THE AMENDMENT.

THE UNDERSIGNED, FOR THE PURPOSE OF FORMING A CORPORATION UNDER THE LAWS OF THE STATE OF NEVADA, DO MAKE, FILE AND RECORD THIS CERTIFICATE, AND DO CERTIFY THAT THE FACTS HEREIN STATED ARE TRUE AND I HAVE ACCORDINGLY HEREUNTO SET MY HAND AND SEAL THIS DAY; MONDAY, MAY 01, 2017.


DON HARMER

STATE OF NEVADA }
 : ss.
CARSON CITY }

ON THIS 1ST DAY OF MAY 2017 PERSONALLY APPEARED BEFORE ME C. M. BLACKWOOD,
A NOTARY PUBLIC, DON HARMER, WHO ACKNOWLEDGED THAT HE EXECUTED THE ABOVE INSTRUMENT.




NOTARY PUBLIC

Exhibit 8

Orange Holdings Initial List of Officers & Directors

Exhibit 8

(PROFIT) INITIAL/ANNUAL LIST OF OFFICERS, DIRECTORS AND STATE BUSINESS LICENSE APPLICATION OF:

ENTITY NUMBER

ORANGE HOLDINGS

E0208572017-0

NAME OF CORPORATION

FOR THE FILING PERIOD OF MAY, 2017 TO MAY, 2018



100103

USE BLACK INK ONLY - DO NOT HIGHLIGHT

****YOU MAY FILE THIS FORM ONLINE AT www.nvsilverflume.gov****

- ☐ Return one file stamped copy. (If filing not accompanied by order instructions, file stamped copy will be sent to registered agent.)

IMPORTANT: Read instructions before completing and returning this form.

- Print or type names and addresses, either residence or business, for all officers and directors. A President, Secretary, Treasurer, or equivalent of and all Directors must be named. There must be at least one director. An **Officer** must sign the form. **FORM WILL BE RETURNED IF UNSIGNED.**
- If there are additional officers, attach a list of them to this form.
- Return the completed form with the filing fee. Annual list fee is based upon the current total authorized stock as explained in the Annual List Fee Schedule For Profit Corporations. A \$75.00 penalty must be added for failure to file this form by the deadline. An annual list received more than 90 days before its due date shall be deemed an amended list for the previous year.
- State business license fee is \$500.00/\$200.00 for Professional Corporations filed pursuant to NRS Chapter 89. Effective 2/1/2010, \$100.00 must be added for failure to file form by deadline.
- Make your check payable to the Secretary of State.
- Ordering Copies:** If requested above, one file stamped copy will be returned at no additional charge. To receive a certified copy, enclose an additional \$30.00 per certification. A **copy fee of \$2.00 per page** is required for **each additional copy** generated when ordering 2 or more file stamped or certified copies. Appropriate instructions must accompany your order.
- Return the completed form to: Secretary of State, 202 North Carson Street, Carson City, Nevada 89701-4201, (775) 684-5708.
- Form must be in the possession of the Secretary of State on or before the last day of the month in which it is due. (Postmark date is not accepted as receipt date.) Forms received after due date will be returned for additional fees and penalties. Failure to include annual list and business license fees will result in rejection of filing.

Filed in the Office of <i>Barbara K. Cogan</i> Secretary of State State Of Nevada	Business Number E0208572017-0 Filing Number 20170190319-23 Filed On 05/01/2017 Number of Pages 1
--	---

(This document was filed electronically.)

ABOVE SPACE IS FOR OFFICE USE ONLY

CHECK ONLY IF APPLICABLE AND ENTER EXEMPTION CODE IN BOX BELOW

- ☐ Pursuant to NRS Chapter 76, this entity is exempt from the business license fee. Exemption code:

NOTE: If claiming an exemption, a notarized Declaration of Eligibility form must be attached. Failure to attach the Declaration of Eligibility form will result in rejection, which could result in late fees.

- ☐ This corporation is a publicly traded corporation. The Central Index Key number is:

- ☐ This publicly traded corporation is not required to have a Central Index Key number.

NRS 76.020 Exemption Codes

- 001 - Governmental Entity
005 - Motion Picture Company
006 - NRS 680B.020 Insurance Co.

NAME CRAIG S ETCHEGOYEN	TITLE(S) PRESIDENT (OR EQUIVALENT OF)		
ADDRESS C.O. 204 WEST SPEAR STREET #3692	CITY CARSON CITY	STATE NV	ZIP CODE 89703
NAME CRAIG S ETCHEGOYEN	TITLE(S) SECRETARY (OR EQUIVALENT OF)		
ADDRESS C.O. 204 WEST SPEAR STREET #3692	CITY CARSON CITY	STATE NV	ZIP CODE 89703
NAME CRAIG S ETCHEGOYEN	TITLE(S) TREASURER (OR EQUIVALENT OF)		
ADDRESS C.O. 204 WEST SPEAR STREET #3692	CITY CARSON CITY	STATE NV	ZIP CODE 89703
NAME CRAIG S ETCHEGOYEN	TITLE(S) DIRECTOR		
ADDRESS C.O. 204 WEST SPEAR STREET #3692	CITY CARSON CITY	STATE NV	ZIP CODE 89703

None of the officers or directors identified in the list of officers has been identified with the fraudulent intent of concealing the identity of any person or persons exercising the power or authority of an officer or director in furtherance of any unlawful conduct.

I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

X DON HARMER

Title

INCORPORATOR

Date

5/1/2017 12:24:15 PM

Signature of Officer or
Other Authorized Signature

Nevada Secretary of State List Profit
Revised: 7-1-15

S0103

Exhibit 9

Orange Holdings Annual List 2019

Exhibit 9

FILING HISTORY

ENTITY INFORMATION

Entity Name:

ORANGE HOLDINGS

Entity Number:

E0208572017-0

Entity Type:

Domestic Corporation (78)

Entity Status:

Active

Formation Date:

05/01/2017

NV Business ID:

NV20171281021



Termination Date:

Perpetual

Annual Report Due Date:





5/31/2023

FILING HISTORY DETAILS

File Date	Effective Date	Filing Number	Document Type	Amendment Type	Source	View
06/21/2022	06/21/2022	20222411112	Certificate of Reinstatement		External	
06/01/2020	06/01/2020	20200698463	Annual List		External	

12/6/22, 1:09 PM

SilverHume Nevada's Business Portal to start/manage your business

File Date	Effective Date	Filing Number	Document Type	Amendment Type	Source	View
05/29/2019	05/29/2019	20190230729-85	Annual List		External	
05/09/2019	05/09/2019	20190204112-82	Annual List		External	
05/01/2017	05/01/2017	20170190319-23	Initial List		External	
05/01/2017	05/01/2017	20170190318-12	Articles of Incorporation		External	

Page 1 of 1, records 1 to 6 of 6

FILING DATE SNAPSHOT AS OF: 06/01/2020

Business Details		Name Changes		Principal Office		Registered Agent	
Officer Information		Shares					
Date	Title	Name	Attention	Address1/Address2/City/State/Zip/Country			
05/29/2019	President	CRAIG S ETCHEGOYEN		C.O. 204 WEST SPEAR STREET #3692, CARSON CITY, NV, 89703, USA			
05/29/2019	Secretary	CRAIG S ETCHEGOYEN		C.O. 204 WEST SPEAR STREET #3692, CARSON CITY, NV, 89703, USA			
05/29/2019	Treasurer	CRAIG S ETCHEGOYEN		C.O. 204 WEST SPEAR STREET #3692, CARSON CITY, NV, 89703, USA			
05/29/2019	Director	CRAIG S ETCHEGOYEN		C.O. 204 WEST SPEAR STREET #3692, CARSON CITY, NV, 89703, USA			

Page 1 of 1, records 1 to 4 of 4

[Back](#)[Return to Search](#)[Return to Results](#)

Exhibit 10

Orange Holdings Annual List 2020

Exhibit 10

ENTITY INFORMATION**ENTITY INFORMATION****Entity Name:**

ORANGE HOLDINGS

Entity Number:

E0208572017-0

Entity Type:

Domestic Corporation (78)

Entity Status:

Active

Formation Date:

05/01/2017

NV Business ID:

NV20171281021

Termination Date:

Perpetual

Annual Report Due Date:

5/31/2023

REGISTERED AGENT INFORMATION**Name of Individual or Legal Entity:**

CORPORATE SERVICES OF NEVADA

Status:

Active

12/6/22, 1:04 PM

SilverHume Nevada's Business Portal to start/manage your business

CRA Agent Entity Type:**Registered Agent Type:**

Commercial Registered Agent

NV Business ID:**Office or Position:****Jurisdiction:**

NEVADA

Street Address:

502 NORTH DIVISION STREET, CARSON CITY, NV, 89703, USA

Mailing Address:**Individual with Authority to Act:**

DON HARMER

Fictitious Website or Domain Name:**OFFICER INFORMATION**☐ **VIEW HISTORICAL DATA**

Title	Name	Address	Last Updated	Status
President	CRAIG S ETCHEGOYEN	c/o 204 WEST SPEAR STREET, #3692, Carson City, NV, 89703, USA	06/01/2020	Active
Secretary	CRAIG S ETCHEGOYEN	c/o 204 WEST SPEAR STREET, #3692, Carson City, NV, 89703, USA	06/01/2020	Active
Treasurer	CRAIG S ETCHEGOYEN	c/o 204 WEST SPEAR STREET, #3692, Carson City, NV, 89703, USA	06/01/2020	Active
Director	CRAIG S ETCHEGOYEN	c/o 204 WEST SPEAR STREET, #3692, Carson City, NV, 89703, USA	06/01/2020	Active

Page 1 of 1, records 1 to 4 of 4

CURRENT SHARES

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SilverHume Nevada's Business Portal to start/manage your business

Class/Series	Type	Share Number	Value
	Authorized	100,000	0.010000000000
Page 1 of 1, records 1 to 1 of 1			
Number of No Par Value Shares:			
0			
Total Authorized Capital:			
1,000			
Filing History Name History Mergers/Conversions			

[Return to Search](#) [Return to Results](#)

Exhibit 11

Orange Holdings Certificate of Reinstatement-Revival

Exhibit 11



BARBARA K. CEGAVSKE
 Secretary of State
 202 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-5708
 Website: www.nvsos.gov
www.nvsilverflume.gov

Filed in the Office of <i>Barbara K. Cegavske</i>	Business Number E0208572017-0
Secretary of State State Of Nevada	Filing Number 20222411112
	Filed On 06/21/2022 11:10:40 AM
	Number of Pages 4

Certificate of Reinstatement/Revival

NRS 78, 78A, 80, 81, 82, 84, 86, 87, 87A, 88, 88A and 89

☒ Reinstatement

☐ Revival

1. Entity information:	Name of entity as on file with the Nevada Secretary of State: ORANGE HOLDINGS	
	Entity or Nevada Business Identification Number (NVID): NV20171281021	
2. Registered Agent for Service of Process: (check only one box)	<input checked="" type="checkbox"/> Commercial Registered Agent (name only below) <input type="checkbox"/> Noncommercial Registered Agent (name and address below) <input type="checkbox"/> Office or position with Entity (title and address below)	
2a. Certificate of Acceptance of Appointment of Registered Agent: (Include "Registered Agent Acceptance/ Statement of Change" form if needed for signature)	CORPORATE SERVICES OF NEVADA Name of Registered Agent OR Title of Office or Position with Entity 502 NORTH DIVISION STREET Carson City Nevada 89703 Street Address City Zip Code Mailing Address (If different from street address) City Zip Code <i>I hereby accept appointment as Registered Agent for the above named Entity. If the registered agent is unable to sign the Articles of Incorporation, submit a separate signed Registered Agent Acceptance form.</i> X _____ Date _____ Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity	
3. Date When Revival is to Commence:	Date when revival of charter is to commence or be effective, which may be before the date of the certificate: _____	
4. Duration of Revival: (A date is required for entities under NRS 88)	Indicate whether or not the revival is to be perpetual, and, if not perpetual, the time for which the revival is to continue. Limited Partnership under NRS 88 must indicate a date. The corporation's existence shall be: PERPETUAL or _____	
5. Current List : Reinstatements: List of Officers, Managers, Managing Members, General Partners, Managing Partners, Trustee or Subscribers Revivals: List of Officers, Managers, Managing Members, General Partners, Managing Partners or Trustee	CORPORATION, INDICATE THE <u>PRESIDENT</u> , OR EQUIVALENT OF: Title: PRESIDENT CRAIG S ETCHEGOYEN USA Name Country c/o 204 WEST SPEAR STREET #3692 Carson City NV 89703 Address City State Zip/Postal Code CORPORATION, INDICATE THE <u>TREASURER</u> , OR EQUIVALENT OF: Title: TREASURER CRAIG S ETCHEGOYEN USA Name Country c/o 204 WEST SPEAR STREET #3692 Carson City NV 89703 Address City State Zip/Postal Code CORPORATION, INDICATE THE <u>DIRECTOR</u> , OR EQUIVALENT OF: Title: DIRECTOR CRAIG S ETCHEGOYEN USA Name Country c/o 204 WEST SPEAR STREET #3692 Carson City NV 89703 Address City State Zip/Postal Code	

This form must be accompanied by appropriate fees.



BARBARA K. CEGAVSKE
Secretary of State
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Carson City, Nevada 89701-4201
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Website: www.nvsos.gov
www.nvsilverflume.gov

Certificate of Reinstatement/Revival

NRS 78, 78A, 80, 81, 82, 84, 86, 87, 87A, 88, 88A and 89

☒ Reinstatement

☐ Revival

CORPORATION, INDICATE THE SECRETARY, OR EQUIVALENT OF:

Title: **SECRETARY**

CRAIG S ETCHEGOYEN

USA

Name

Country

c/o 204 WEST SPEAR STREET #3692

Carson City

NV

89703

Address

City

State

Zip/Postal Code



BARBARA K. CEGAUSKE
 Secretary of State
 202 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-5708
 Website: www.nvsos.gov
www.nvsilverflume.gov

Certificate of Reinstatement/Revival

NRS 78, 78A, 80, 81, 82, 84, 86, 87, 87A, 88, 88A and 89

☒ Reinstatement

☐ Revival

6. Statement of Fact:

(Revivals only, select one. Entities under NRS 84 cannot revive)

☐ Revival pursuant to 78.730 or 81.010: (check one)

The undersigned declare that the corporation desires to revive its corporate charter and is, or has been, organized and carrying on the business authorized by its existing or original charter and amendments thereto, and desires to continue through revival its existence pursuant to and subject to the provisions of Chapters 78 and/or 81.

☐ The undersigned declare that they have obtained written consent of the stockholders of the corporation holding at least a majority of the voting power and that this consent was secured; furthermore, that they are the person(s) designated or appointed by the stockholders of the corporation to revive the corporation.

☐ The undersigned declare that they are the person(s) who have been designated by a majority of the directors in office to sign this certificate and that no stock has been issued. Membership approval not required under NRS 81.010(2).

☐ Revival pursuant to 80:

The undersigned declare that the corporation desires to revive its qualification to do business and is, or has been, organized and carrying on the business authorized by its existing or original qualification and amendments thereto, and desires to continue through revival its existence pursuant to and subject to the provisions of Chapter 80.

☐ The undersigned declare that they have obtained written consent of the stockholders of the corporation holding at least a majority of the voting power and that this consent was secured; furthermore, that they are the person(s) designated or appointed by the stockholders of the corporation to revive the qualification.

☐ The undersigned declare that they are the person(s) who have been designated by a majority of the directors in office to sign this certificate and that no stock has been issued.

☐ Revival pursuant to 82:

The undersigned declare that the corporation desires to revive its corporate charter and is, or has been, organized and carrying on the business authorized by its existing or original charter and amendments thereto, and desires to continue through revival its existence pursuant to and subject to the provisions of Chapters 81 and 82.

This certificate must be executed by the President or Vice President **AND** Secretary or Assistant Secretary.

The undersigned declare that the execution and filing of this certificate has been approved unanimously by the last-appointed surviving directors of the corporation and the unanimous consent has been secured:



BARBARA K. CEGAVSKE
 Secretary of State
 202 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-5708
 Website: www.nvsos.gov
www.nvsilverflume.gov

Certificate of Reinstatement/Revival

NRS 78, 78A, 80, 81, 82, 84, 86, 87, 87A, 88, 88A and 89



Reinstatement



Revival

6. Statement of Fact:

(Revivals only, select one. Entities under NRS 84 cannot revive)



Revival pursuant to 86.580:

The undersigned declare that the limited-liability company desires to revive its charter and is, or has been, organized and carrying on the business authorized by its existing or original charter and amendments thereto, and desires to continue through revival its existence pursuant to and subject to the provisions of Chapter 86.

The undersigned declares that he has been designated or appointed by the members to sign this certificate. Furthermore, the execution and filing of this certificate has been approved and secured by the written consent of a majority of the members.



Revival pursuant to 86:

The undersigned declare that the foreign limited-liability company desires to revive its registration and is, or has been, organized and carrying on the business authorized by its existing or original registration and amendments thereto, and desires to continue through revival its existence pursuant to and subject to the provisions of NRS 86.5467.

The undersigned declares that he/she has obtained approval by written consent of the majority in interest and that this consent was secured.



Revival pursuant to 87, 87A, 88 or 88A:

The undersigned declare that the limited partnership, limited-liability partnership, limited-liability limited partnership or business trust desires to revive its certificate and is, or has been, organized and carrying on the business authorized by its existing or original certificate and amendments thereto, and desires to continue through revival its existence pursuant to and subject to the provisions of Chapter 87, 87A, 88 or 88A

The undersigned declares that he/she has been designated or appointed by the general partners, managing partners or trustees to sign this certificate. Furthermore, the execution and filing of this certificate has been approved and secured by the written consent of the general partners or managing partners holding at least a majority of the voting powers.



Revival pursuant to 89:

The undersigned declare that the professional association desires to revive its articles of association and is, or has been, organized and carrying on the business authorized by its existing or original articles of association and amendments thereto, and desires to continue through revival its existence pursuant to and subject to the provisions of Chapter 89.

The undersigned declares that he/she has been designated or appointed by the members to sign this certificate. Furthermore, the execution and filing of this certificate has been approved and secured by the written consent of the holders of a membership interest in the professional association holding at least a majority of voting power.

7. Signatures:

(Required)

I declare under the penalty of perjury that the reinstatement/revival has been authorized by a court of competent jurisdiction or by the duly selected manager or managers of the entity or if the entity has no managers, its managing members.

I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

X

DON HARMER

Signature of Officer, Manager, Managing Member,
 General Partner, Managing Partner, Trustee, or
 Authorized Signer

Authorized Signer

Title

06/21/2022

Date

FORM WILL BE RETURNED IF UNSIGNED.

Exhibit 12

WSOU Investments Operating Agreement

Exhibit 12

Filed Under Seal

Filed Under Seal

Filed Under Seal

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Exhibit 13

WSOU Investments A&R Operating Agreement

Exhibit 13

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Exhibit 14

WSOU Investments Second A&R Operating Agreement

Exhibit 14

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